

| Fill in this information to identify the case: | |
|--|------------------------------------|
| Debtor 1 | Jason A. Kroah |
| Debtor 2 | Amy M. Kroah (Spouse if Filing) |
| United States Bankruptcy Court for the: | Northern District of OH (State) |
| Case Number | 16-61818-rk |

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of Creditor DLJ Mortgage Capital, Inc. Court claim no. (if known): 13-1

Last 4 digits of any number you use to identify the debtor's account: 5471

Date of payment change:
Must be at least 21 days after date of October 1, 2019
this notice

New total payment: 1,166.93
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$ _____

New escrow Payment: \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate 10.1250 %

New Interest rate: 9.5000 %

Current principal and interest payment: \$ 1,095.84

New principal and interest payment: \$ 1,055.58

Part 3: Other Payment Change

1. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for Change: _____

Current mortgage payment: \$ _____

New Mortgage Payment: \$ _____

Debtor 1

Jason
First NameA.
Middle NameKroah
Last NameCase Number (if
known)

16-61818-rk

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box:

☐ I am the creditor

☒ I am the creditor's attorney or authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief:

x/s/ Steven H. Patterson

Signature

Date **08/26/2019**

Print: Steven H. Patterson (0073452) Title Attorney for Creditor
First Name Middle Name Last Name

Company Reisenfeld & Associates LLC

Address 3962 Red Bank Road
Number Street

Cincinnati OH 45227
City State Zip Code

Contact Phone (513) 322 - 7000

Email ohbk@rslegal.com

CERTIFICATE OF SERVICE

I certify that on the 26th day of August, 2019 a copy of the foregoing was served:

Via the Court's electronic case filing system on these entities and individuals who are listed on the Court's Electronic Mail Notice List:

Via ECF Mail:

Debra E. Booher, Debtor's Counsel
charlotte@bankruptcyinfo.com

Dynele L Schinker-Kuharich, Bankruptcy Trustee
DLSK@Chapter13Canton.com

U.S. Trustee
(Registered address)@usdoj.gov

Via Regular U.S. Mail, postage prepaid on:

Jason A. Kroah , Debtor
4184 Chester Ave., NE
Louisville, OH 44641

Amy M. Kroah , Debtor
4184 Chester Ave., NE
Louisville, OH 44641

/s/ Steve H. Patterson

Steven H. Patterson, Esq.



August 6, 2019

JASON A KROAH
AMY M KROAH
C/O DEBRA E BOOHER
1350 PORTAGE TRL
CUYOHOGA FLS, OH 44223

Account Number: [REDACTED]
Property Address: 4184 CHESTER AVE NE
LOUISVILLE, OH 44641

Dear Customer(s):

Select Portfolio Servicing, Inc. (SPS), the mortgage servicer on the above referenced account, is sending this to you to provide information regarding the lien on the real property referenced above. Our records indicate that your obligation has either been discharged or is subject to an automatic stay order under the United States Bankruptcy Code. This notice and any enclosed documents are for compliance and informational purposes only and do not constitute a demand for payment or an attempt to collect such obligation. Even though your personal liability on the note may be discharged or subject to an automatic stay, the terms of the mortgage remain in effect and the owner of the mortgage, as lien holder, continues to have a lien on the real property.

SPS is committed to providing you with the information you need to manage the account's home mortgage payments.

CHANGES TO THE MORTGAGE INTEREST RATE AND PAYMENTS ON 10/01/2019.

Under the terms of the account's Adjustable-Rate Mortgage, you had a 6 month period during which the interest rate and principal and interest payment remained the same. The interest rate initially changed on 10/01/2008 and may change every 6 month(s) for the life of the mortgage. The rate is scheduled to change again on 03/01/2020 with a corresponding payment change on 04/01/2020.

| | Current Rate and Monthly Payment | New Rate and Monthly Payment |
|------------------------------|---|---|
| Interest Rate | 10.12500% | 9.50000% |
| Principal | \$216.52 | \$232.25 |
| Interest | \$879.32 | \$823.33 |
| Escrow (Taxes & Insurance) | \$111.35 | \$111.35 |
| Total Monthly Payment | \$1,207.19 | \$1,166.93 Due 10/01/2019 |

Interest Rate: We calculated the interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin". Under the loan agreement, the index rate is 2.20688% and the margin is 7.34000%. The index is the 6 MONTH AVERAGE LONDON INTERBANK OFFERED RATE and is published MONTHLY IN THE WALLSTREET JOURNAL.

Rate Limits: The rate cannot go higher than 13.59000% or less than 7.59000% over the life of the loan.

The rate can change each subsequent period by no more than 1.00000%.

New Interest Rate and Monthly Payment: The table above shows the new interest rate and new monthly payment. The new payment is based on the 6 MONTH AVERAGE LONDON INTERBANK OFFERED RATE, the margin, rounding of 0.12500%, the account balance of \$103,999.17, and the remaining amortized loan term of 192 months.

Please note that if you are currently set up on our automatic withdrawal program (ACH), the monthly payment will change to match the amount provided in this notice. This change will be made as of the first scheduled automatic payment after the date this payment change is effective.

Prepayment Penalty: None

If you seek an alternative to the changes to the interest rate and payment, the following options may be possible (subject to lender approval):

- Refinance the loan with another lender;
- Sell your home and use the proceeds to pay off the current loan;
- Modify the loan terms with us;
- Payment forbearance, which temporarily gives you more time to pay the monthly payment.

Please contact our Customer Service Department toll-free at 800-258-8602 for more information. Representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

If you would like to speak with a HUD approved housing counselor, you may call the Homeowner's HOPE™ Hotline 888-995-HOPE (4673) or visit HUD's website at <https://apps.hud.gov/offices/hsg/sfh/hcc/fc/> to find an available counseling agency. The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.